

Remarks

In response to the Office Action dated October 5, 2007, Applicant respectfully requests reconsideration based on the above claim amendment and the following remarks. Applicant respectfully submits that the claims as presented are in condition for allowance.

Claims 1, 20, and 41 have been amended. Applicants assert that no new matter has been presented. Support for the recitations added to claims 1, 20, and 41 can be found with respect to the discussion of FIG. 6, 12, and 13.

103 Rejections

Claims 1, 4-9, 12, and 13 are rejected under 35 USC 103(a) as being unpatentable over Williams (US Pat 5,815,657) in view of Lefkowitz (US Pub 2001/0037250) and further in view of allegedly admitted prior art. Claims 20, 21, and 24 are rejected under 35 USC 103(a) as being unpatentable over Williams in view of Lefkowitz. Claims 41 is rejected under 35 USC 103(a) as being unpatentable over Williams in view of Lefkowitz and further in view of Engendorf (U.S. Pat 5,794, 221).

Claims 1, 20, and 41 include similar recitations regarding purchase card information and whether a user is authorized to use the purchase card. As a representative example, claim 1 recites, among other things,

- in response to receiving the identification of the purchasing card as the method of payment, determining that the purchasing card has an owner different than the user based on information previously stored in the second database, in response to determining that the purchasing card has an owner different than the user, then sending an email to the owner that includes a link to a web page;

- receiving a selection by the owner of the link to the web page;

- in response to receiving the selection of the link, displaying a validation panel user interface for the owner that provides selections for indicating whether the user is authorized to use the purchasing card and for entering an identification of the owner;

- in response to receiving the selection that indicates that the user is authorized to use the purchasing card and receiving the identification of the owner, then determining whether the identification matches an identification of the owner stored in the second database; and

in response to determining that the received identification of the owner matches the stored identification of the owner, then completing the registration of the user by storage an indication that the user is authorized to use the purchasing card as the payment method.

These recitations are not disclosed by the combination of Williams and Lefkowitz alone or in further combination with any allegedly admitted prior art, Official Notice, or Engendorf. The Office Action conceded that the previous claim language regarding an electronic communication being sent to the authorized user of the purchasing card to determine whether the user is authorized to use the purchasing card was absent from Williams. However, the Office Action introduced that Lefkowitz describes, paragraph [0055], sending the electronic communication to the authorized holder (i.e., the issuing bank is the authorized holder such as where the purchasing card has been stolen, per the response to Applicants arguments) to determine whether the user is authorized to use the purchasing card.

Applicants assert that the description of Lefkowitz fails to address the recitations above. The situation of Lefkowitz is the typical credit card authorization process whereby the credit card issuer is electronically queried for authorization for a card. There is no discussion in Lefkowitz that the credit card server 700 has any way to determine whether the purchaser has authorization or not. Presumably, this verification in Lefkowitz is merely to check the available credit on the account rather than to determine whether the purchaser has authorization to use the purchase card. Lefkowitz fails to disclose any determination regarding whether the purchaser is authorized to use the purchase card in general.

Lefkowitz also fails to disclose that the owner of the card is provided with an email that provides a link to a web page. The typical credit card transaction approval process as in Lefkowitz involves a background electronic exchange, but not an email that provides a link to a web page for the issuing bank to receive, click on a link, and visit a web page. Furthermore, Lefkowitz fails to disclose that in response to the owner selecting the link, that a validation panel is displayed for the issuing bank. Lefkowitz further fails to disclose that an indication of the user being authorized and an identification of the owner are provided via the validation panel. Lefkowitz further fails to disclose that the registration of the user is completed by storing the

indication that the user is authorized to use the purchasing card upon finding that the received identification of the owner of the purchasing card matches a stored identification.

Neither allegedly admitted prior art, nor official notice, nor Engendorf account for these deficiencies of Williams in view of Lefkowitz.

For each of these reasons, independently and collectively, the combination of Williams and Lefkowitz, alone or further in combination with allegedly admitted prior art, official notice, or Engendorf, fails to account for all of the recitations of claims 1, 20, and 41. Therefore, claims 1, 20, and 41 are allowable over the current rejections. Dependent claims 4-9, 12-13, 21, and 24 depend from allowable base claims and are also allowable for at least the same reasons.

Claim 41 includes additional recitations not disclosed by Lefkowitz. For example, claim 41 recites, among other things,

if the user is not authorized to use the purchasing card then providing an option to the user to bill to an entity's general ledger, and if the user chooses to not bill to the general ledger, then prompting the user to enter a personal charge card number as the method of payment while indicating to the user that online purchases via the registration with the second database will not be possible without the personal charge card number.

The combination of Williams in view of Lefkowitz and further in view of Engendorf fails to disclose these recitations. While Lefkowitz may disclose that when a credit card is rejected, the purchaser is given the opportunity to use another credit card. However, Lefkowitz does not describe that the user is provided with an option to use a general ledger. Furthermore, Lefkowitz does not describe that the user is offered the option to use a personal card upon rejecting the option to use the general ledger. Neither Williams, nor Engendorf, nor allegedly admitted prior art, nor official notice account for these deficiencies of Lefkowitz. Thus, for each of these several additional reasons, independently and collectively, the combination of Williams in view of Lefkowitz and further in view of Engendorf fails to disclose the recitations of claim 41 such that claim 41 is allowable over the current rejections.

Conclusion

In view of the foregoing amendments and remarks, Applicants assert that this application is now in condition for allowance. If the Examiner believes, after this amendment, that the

application is not in condition for allowance, the Examiner is invited to call the Applicant's attorney at the number listed below.

No fees beyond the fee for an RCE are believed due. However, please charge any additional fees due or credit any overpayment to Deposit Account No. 50-3025.

Respectfully submitted,

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